

Swift Business Line of Credit Agreement Especially for

CECELIA JOHNSON

General. Where used herein, the terms "we," "us" or "our" refer to Swift Financial and/or M&I Bank FSB and the terms "you" or "your" refer individually and collectively to each applicant, including the business entity (the "Company") reflected in your Swift Business Line of Credit Application (the "Application"). References to "Loan" refer to the Swift Business Line of Credit that you have been approved for, the terms and conditions of which are the subject of this Agreement.

Acceptance. You agree that by writing checks drawn against or activating a card access device linked to your Swift Business Line of Credit or otherwise accessing or accepting Loan proceeds or notifying us of your acceptance, you will have automatically accepted the terms and conditions of your Loan, including those set forth herein and in the Application, which is incorporated into this Agreement by reference. Furthermore, you will be deemed to have accepted the terms and conditions of your Loan if any person or entity accesses your Loan (whether by check, card or otherwise) with your express or implied permission ("Authorized User").

Promise to Pay. You, both individually and on behalf of the Company, jointly and severally promise to pay us, in lawful money of the United States of America, all loans, advances, overdraft transactions, fees, charges, interest, finance charges and all other debts, obligations and liabilities of every kind and description, arising out of all account transactions authorized by you, any Authorized User, or any other authorized person or entity, plus any collection costs, including court costs and reasonable attorneys' fees.

Business Purpose. You represent that (a) the Company is a valid business entity in good standing under the laws of the jurisdiction of its organization; (b) you are a partner, proprietor, member or other duly elected officer of the Company and that pursuant to all requisite resolutions, governing documents or other corporate actions you are authorized to complete this application and to borrow on behalf of the Company; and (c) the Loan will be used for business purposes only as defined in the Truth-in-Lending Act and Regulation Z.

Assignment. You agree that we may sell, assign or transfer our rights under this Agreement without written notice. You may not sell, assign, participate or transfer your rights under this Agreement without our prior written consent, any such attempted sale, assignment, etc. without such consent shall be considered null and void.

Monitoring. You agree that we may record telephone calls and have personnel listen to such calls between you and our representatives in order to evaluate the quality of our service to you and other borrowers.

Governing Law and Venue. This Agreement will be governed by federal law applicable to us and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to conflicts of law provisions. This Agreement has been accepted by us in the State of Nevada. If there is a lawsuit, you agree upon our request to submit to the jurisdiction of the courts of the State of Nevada.

Successor Interests. The terms of this Agreement shall be binding upon you, your heirs, personal representatives, successors and assigns, and shall inure to the benefit of us and our successors and assigns.

Jury Waiver. We and you hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either of us against the other.

Miscellaneous Provisions. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. We may delay or forgo enforcing any of our rights or remedies under this Agreement without losing them. You, both individually and on behalf of the Company, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWERS) AND US (CREDITOR), FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

Liability for Use. You agree to restrict access to the Loan, including the account number, checks, cards, security codes, and other access devices, to those individuals you give express or implied authority to, and to notify us immediately if you have any reason to suspect that anyone other than your officers, employees or agents you have authorized to use the Loan have obtained access. You will be liable for all authorized use of the Loan (whether express or implied) and, to the extent you are aware of or suspect unauthorized use and fail to notify us in a timely manner, as described above, you may be liable for those transactions as well.

Purchases. We are not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a check or card access device associated with your Loan. We have no responsibility for merchandise or services obtained with such access devices and any dispute concerning merchandise or services will be independently settled by you and the merchant in question.

Suspension of Future Advances. We and you have the right to cancel this Agreement, as it relates to future advances, at any time without Default. You, of course, remain obligated to repay all outstanding balances existing at the time of cancellation together with interest thereon, and our rights and remedies will remain in full force and effect until such amounts are paid.

Cancellation of Card. You may cancel the card(s) of any Authorized User(s) by notifying us, in writing, at the address indicated on your monthly statement or by calling us at 1-888-89-SWIFT. You shall destroy any cards issued to Authorized Users whose privileges have been terminated. You will not be responsible for any unauthorized transactions arising from that card after we have received notice from you.

Term. The initial term of this Agreement shall be one year. The Agreement shall automatically renew for successive one year terms unless we provide you written notice of our intent to terminate the Agreement at least thirty (30) days before any such renewal.

Use of Information. Notwithstanding any other verbal or written communications or representations to the contrary, you agree that we or our services or assigns can collect and use information concerning the borrowers, Authorized Users, and transactions involving the Loan and can sell or transfer such information to our affiliates, servicers not to share or assigns, except as prohibited by law. You may direct us with our affiliates or subsidiaries certain information (other than transactions or experience information) about you by writing to the address indicated on your monthly statement.

Credit Line. Your Loan is a revolving line of credit and has been approved with a credit line of \$20,000 which is the maximum principal amount that may be outstanding at any one time. You agree that you will not request advances against your Loan (whether by check, card or otherwise) in excess of the amount of credit you have been approved for. You agree that we may terminate or suspend your ability to access your Loan or reduce your credit line at any time.

Payment. You agree to pay a Minimum Monthly Payment equal to 1.00% of the outstanding principal balance of your Loan plus any accrued unpaid interest and fees related thereto. Your payments will be applied first to interest, then principal, and finally to any unpaid fees. You agree not to send us payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, and you will remain obligated to pay any amounts owed. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: M&I Bank FSB, P.O. Box 3023 Milwaukee, WI 53201-3023. Payments made by phone will be subject to a \$5.00 fee.

Variable Interest Rate. The interest rate on your Loan will be the Index Rate plus 1.50% (currently 7.50%) and is subject to change from time to time based on the value of the Index Rate. The Index Rate will be the effective U.S. Prime Rate of interest as published in *The Wall Street Journal* "Money Rates" table. A change in the Index Rate will take effect on the first day of your statement period each month. If the Index Rate ceases to be made available to us, we may substitute a substantially similar index. The annual interest rate for your Loan is computed by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Under no circumstances will the interest rate be more than the maximum rate allowed by applicable law.

Prepayment. You may pay all or a portion of the outstanding balance at any time without penalty. Early payments will not, unless agreed to by us in writing, relieve you of the obligation to continue to make Minimum Monthly Payments. Rather, early payments will reduce the principal balance outstanding.

Late Payment. If your payment is 32 days or greater past due, you will be charged a late payment fee equal to 1.00% of the total outstanding balance.

Return Item Fee. If you make a payment that is dishonored or returned for insufficient funds you agree to pay a fee of \$25 for each such payment.

Over Limit Fee. If you cause the balance of your Loan to exceed your credit limit, you agree to pay a fee of \$25 for each such occurrence.

Stop Payment. You may ask us to stop payment on a check written against your Loan by calling us or writing us at the telephone number or address shown on your monthly statement.

Default. Each of the following shall constitute an event of default ("Default") under this Agreement: (a) your payment is 32 days or greater past due ("Payment Default"); (b) you fail to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents; (c) any warranty, representation or statement made or furnished by you or on your behalf under this Agreement or any related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter; (d) dissolution or termination of the Company's existence as a going business, insolvency of or bankruptcy filing by either you individually or the Company, the appointment of a receiver for any part of your property; (e) any material change in the ownership of the Company; (f) a change in the Company's legal name or address without providing at least 30 days prior notice of the change to us; or (g) a material change in your financial condition or circumstances lead us to reasonably believe the prospect of payment or performance of this Agreement is impaired. Upon Default, we may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest and fees immediately due, and you will be required to pay that amount.

Payment Default. In the event of a Payment Default, the annual interest rate on your Loan will be changed to Index Rate + 19.99% (not to exceed 28.99%). You may cure a Payment Default by paying any past due amounts and making six months of consecutive timely Minimum Monthly Payments, at which point your interest rate will revert to its "pre-Default" level.

Attorneys' Fees and Expenses. We may hire or pay someone else to help collect amounts due under this Agreement if you fail to pay. You will pay us that amount. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, you will also pay any court costs, in addition to all other sums provided by law.

Change in Terms. We may change or terminate any terms, conditions, services or features of your Loan or this Agreement (including increasing fees and charges) at any time. We may also add new terms, conditions, services and features to your Loan or this Agreement. We may impose any change in terms or any new terms on your outstanding balance as well as on subsequent transactions and balances. To the extent required by law, we will notify you in advance of any change in terms or any new terms by mailing a notice to you at your address as shown on our records.

Updated Financial Information. Upon request, you agree to promptly give us accurate business and personal financial information.

Credit Information. You authorize us to furnish information about your Loan to credit reporting agencies and others who may lawfully receive such information, including our affiliates. You understand that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Liability for Unauthorized Use. You agree that this Agreement controls all use of your Loan by you or any Authorized User. You will promptly notify us, verbally and in writing, at the address indicated on your monthly statement of the loss, theft, or unauthorized use of any access device related to your Loan (including checks, cards or security codes).

Except as provided below, you will not be responsible for any unauthorized use of checks, cards, or other access devices after we receive written notice from you. If fewer than 10 card access devices have been issued in connection with your Loan, your liability for unauthorized use arising from such devices shall not exceed \$50. If 10 or more card access Devices have been issued in connection with your Loan, you will be liable for all unauthorized use of the Loan arising from such devices. You agree to promptly review your monthly statements and notify us, in writing, at the address indicated on your statements of any errors or unauthorized transactions appearing on the statement. If you do not notify us, in writing at the address indicated on your statements, of an error or unauthorized transaction within 60 days of receipt of the statement on which the information is contained, the statement will be presumed to be correct and all transactions on the statement will be presumed to be authorized.